

APPENDIX OS W/O BRANDING

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**APPENDIX OS
(OPERATOR SERVICES W/O BRANDING)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:

- 2.1.1 **Fully Automated Call Processing**

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."

- 2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

- 2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

- 2.1.2 **Operator-Assisted Call Processing**

- 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station,

department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. **BRANDING**

- 4.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Agreement using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's End Users.
- 4.2 Branding Requirements
 - 4.2.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
 - 4.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 - 4.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

4.2.2 Where **SBC-13STATE** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **SBC-13STATE**'s DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

4.2.3 CLEC agrees and warrants that it will provide to **SBC-13STATE** a name to be used for branding covered by this Agreement that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

4.3 Call Branding

4.3.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

4.3.1.1 **SBC-SWBT** and **SNET** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT** or **SNET** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

4.3.1.2 **PACIFIC/NEVADA** – CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

4.3.1.3 **SBC-AMERITECH** – CLEC will provide written specifications of its company name to be used by **SBC-AMERITECH** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

4.4 Branding Load Charges:

4.4.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC when multiple brands are required on a single

Operator Services trunk. These charges are set forth in Appendix Pricing under the “Other (Resale)” category.

- 4.4.2 **PACIFIC/NEVADA/SNET** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to branding announcement. These charges are set forth in Appendix Pricing under the “Other (Resale)” category.

4.5 No-Branding Requirements:

- 4.5.1 **SBC-13STATE** – Except where otherwise required by state law or state commission, CLEC may choose not to brand by blocking **SBC-13STATE** OS/DA services to its End Users by way of toll restriction or Customized Routing to a third party OS/DA provider. If CLEC chooses not to brand by means of toll restriction all of CLEC’s End Users must be toll restricted. In the event that any CLEC End User is not toll restricted by CLEC and not customized routed by CLEC to a third party OS/DA provider, should any CLEC End User OS/DA traffic reach an **SBC-13STATE** Operator, **SBC-13STATE** will load the default brand of “Please Hold” for CLEC and CLEC will be billed the applicable initial load charges. Should CLEC subsequently decide to change the brand from “Please Hold” to another brand, CLEC will be billed applicable subsequent load charges.

5. OS RATE/REFERENCE INFORMATION

- 5.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.
- 5.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC’s OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC’s OS Services Rate or Reference Information. These charges are set forth in Appendix Pricing under the “Other (Resale)” category.

5.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS rates as provided by the CLEC.

5.4.1 **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when an Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

6. INTRALATA MESSAGE RATING

6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 **SBC-13STATE** asks a caller placing an emergency call to Operator for the name of his/her community and attempts to transfer the caller to the appropriate emergency agency for the caller's area. When the caller is unable to provide the name of his/her community, **SBC-13 STATE** transfers the caller to a default emergency agency number. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force schedule issues, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s).

8.2 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.3 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

9. METHODS AND PRACTICES

- 9.1 **SBC-13STATE** will provide OS to CLEC's End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 Subject to any blocking that may be ordered by CLEC for its End Users, **SBC-13STATE** will provide access to Operator Services (OS) to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing and/or the applicable Commission ordered tariff.

11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 **SBC-13STATE** will accumulate and provide CLEC OS usage data on CLEC's monthly bill for CLEC to bill its End Users.

12. LIABILITY

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 12.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the OS Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERM OF APPENDIX

- 13.1 This Appendix will continue in force for the length of the Resale Agreement, but no less than twelve (12) months. At the expiration of the term of the Resale Agreement to which this Appendix is attached, or twelve months, whichever occurs later, either Party

may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 14.1 Every resale service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement, which are legitimately related to such resale service. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each resale service provided hereunder: introduction, definitions, interpretation, construction and severability; description and charges of service; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud by end users; deposits; billing and payment of charges; non-payment and procedures for disconnection; services; additional terms applicable to resale of services; ancillary services; network and service order conditions; dispute resolution; audits; responsibilities of SWBT; disclaimer of representations and warranties; limitation of liability; responsibilities of CLEC; indemnification; remedies; intellectual property; notices; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; delegation to affiliate; assignment; force majeure; taxes; non-waiver; customer inquiries; expenses; conflicts of interest; survival; appendices incorporated by reference; authority; counterparts; amendments and modifications; and entire agreement.